

AGENDA - MEETING
GREENE COUNTY BOARD OF COUNTY COMMISSIONERS
7:00 PM – THE TECH CENTER Tuesday, September 6, 2016

- A. CALL TO ORDER**
Invocation/Pledge to the Flag

- B. APPROVAL OF AGENDA**

- C. CONSENT AGENDA**
 - 1. August 15, 2016 Regular Meeting Minutes
 - 2. Releases/Refunds
 - 3. Consideration of Late Application(s) for Elderly or Disabled and Disabled Veteran Exclusion

- D. PUBLIC COMMENTS**

- E. PRESENTATIONS**
 - 1. Shelby Hubbard; 4-H, Report on NCACC Youth Summit
 - 2. Melissa Reese; Eastpointe, Recovery Month 2016 Proclamation
 - 3. Sharon Harrison; Senior Center, Activities updates
 - 4. Sharon Harrison; Senior Center, National Senior Center Month Proclamation
 - 5. Sheriff Lemmie Smith; Staffing Issues

- F. COUNTY MANAGER'S REPORT**
 - 1. 811 Membership Agreement
 - 2. EMS Contracts
 - 3. Resolution; Fire Code
 - 4. Indirect Cost Contract

- G. COUNTY ATTORNEY REPORT AND RECOMMENDATIONS**

- H. COMMISSIONER'S REPORT AND RECOMMENDATION**

- I. ADJOURN**

Commissioners
Brad Fields– Chairman
Susan Blizzard – Vice Chairman
Bennie Heath
Jerry Jones
James T. Shackelford, Jr.



GREENE COUNTY
A Place To Grow. The Way To Live.

County Manager
Kyle DeHaven

Finance Officer
Landon Price

C

Home of the North Carolina Sweet Potato Festival

From: Kyle J. DeHaven, County Manager

Re: Consent Agenda

Date: September 6, 2016

The Consent Agenda for the September 6, 2016 meeting consists of the following items:

- 1.) August 15, 2016 Regular Meeting Minutes
- 2.) Releases/Refunds
- 3.) Consideration of Late Applications for Elderly or Disabled & Disabled Veteran Exclusion

Action Recommended:

Motion to accept the Consent Agenda

Board Action is Needed

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NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Monday, August 15, 2016 at 7:00 pm in the Tech Center. Present for the meeting: Chairman Brad Fields, Vice Chairman Susan Blizzard, Commissioners Jerry Jones, James T. Shackelford, Jr. and Bennie Heath, County Manager Kyle DeHaven, County Attorney Borden Parker and Deputy Clerk Kathy Mooring.

A. Call to Order

Chairman Brad Fields called the meeting to order and asked Commissioner Shackelford to give the Invocation and lead the Pledge of Allegiance.

Commissioner Shackelford gave the Invocation and led the Pledge of Allegiance.

B. Approval of the Agenda

Chairman Fields asked for a motion to approve the agenda.

On motion by Commissioner Heath to remove item F2 and seconded by Commissioner Jones, the Board voted unanimously to approve the agenda with the removal of F2.

C. Consent Agenda

Chairman Fields asked for a motion to approve the Consent Agenda, which consisted of:

- August 1, 2016 Regular Meeting Minutes
- Releases/Refunds
- Consideration of Late Applications for Elderly or Disabled Exclusion
- Report of Taxes Collected

Refunds (NCVTS) (TAX & TAG)

Elaine Parker Pridgen	\$36.97	Donald Thomas	\$49.14	Gerald Smith Pierce, Jr.	93.74
Janice C. Ham	\$48.36	H&H Tile Co., Inc and Michael Ray Harrison	\$51.03		

Releases: Ad Valorem Tax

Margaret Hill Tugwell	\$42.00	William David Wilkins	\$42.00	Calvin Watson	\$42.00
Cisco Systems Capital Corp	\$2.25	Donna Allen	\$42.00	Jerome Whitehurst	\$84.00
Jerome Whitehurst	\$42.00	Jerome Whitehurst	\$42.00	JWR Investments II, LLC	\$42.00
Carl Lamm	\$4.57	James Parrish	\$131.30		

On motion by Commissioner Jones and seconded by Commissioner Shackelford the Board voted unanimously to approve the Consent Agenda.

D. PUBLIC COMMENTS

None

E. PRESENTATIONS

1. Keith Poston; Executive Director & President of the NC Public School Forum. Mr. Poston presented the 2016 Local School Finance Study. He went over the history of the NC Public School Forum and went over the Local School Finance Study in great detail and its impact for Greene County.

2. Richard Taylor; Executive Director, NC911 Board. Mr. Taylor presented information regarding the changing rules of the eligible PSAP expenses as well as discuss the backup PSAP plans required by the state.

F. COUNTY MANAGER'S REPORT

Chairman Fields turned the meeting over to the County Manager.

County Manager DeHaven's first order of business was to present a request to approve the backup PSAP Memorandum of Understanding. An MOU has been created between Jones Lenoir Regional Emergency Communication's Center relating to a backup PSAP. The recommendation from the NC911 Board is to use a pre-existing, multi-jurisdictional backup to save on cost. Lenoir County has generously offered space in the back up, which is in Jones County for free.

The NC911 Board as approved this plan. Costs associated to get this back up PSAP functioning are high. Staff will work diligently to keep costs as low as possible to retain not only the GF fund balance, but the PSAP fund balance, both for future need/use.

On motion by Commissioner Jones and second by Commissioner Shackelford, the Board voted unanimously to approve this backup PSAP Memorandum of Understanding.

Mr. DeHaven next presented a request by NCDOT to purchase property owned by Town of Farmville and Greene County that will help in the expansion of Highway 13. The purchase price is \$10,925 which will be split between the Town of Farmville and Greene County. The Town of Farmville Board of Commissioners approved the acquisition by NCDOT on August 1st and await our decision to go through with the sale.

On motion by Commissioner Blizzard and seconded by Commissioner Heath the Board voted unanimously to approve this request to sell this property to NCDOT.

Mr. DeHaven then presented a request to demolish the Old Gymnasium. Mr. DeHaven explained that a termite inspection of the old gymnasium was performed on Thursday, August 4, 2016 by Pestech of Greenville. The inspector found that the floor, to include the joists and other subflooring supports, were infested with termites and in an unsafe condition. He found the joists and flooring for the chair back seating were in similar condition, with active termites throughout the building. Mr. DeHaven noted that the inspection was to determine whether an effort to create a plan of action to preserve/save the Old Gymnasium was cost effective. From the report received from Pestech, this does not appear so.

On motion by Commissioner Blizzard and seconded by Commissioner Jones the Board voted unanimously to approve this request to demolish the Old Gymnasium.

Mr. DeHaven then presented a request from Angela Ellis of the Department of Social Services to hire Vanguard Professional Staffing to provide trained social workers who can go directly to work while they look for, hire and train new staff which is a timely process.

Mr. DeHaven asked for motion to approve a contract with Vanguard Professional Staffing subject to the DSS Board's approval and the County Manager approving individuals furnished by Vanguard.

On motion by Commissioner Heath and seconded by Commissioner Jones the Board voted unanimously to approve this request to hire Vanguard Professional Staffing temporarily.

Mr. DeHaven then presented a request from Misty Chase, GC Transportation Director concerning a staffing concern. Mr. DeHaven stated that Ms. Chase has been advertising for a part time driver for 6 weeks. She herself has been covering a shift, very early in the morning to meet the needs of the department. Her department budget is self-supporting and they routinely add money to their Retained earnings and as of the 2015 audit, added approximately \$48,000 and are operating with over \$211,000 in net position. Ms. Chase is requesting that she be allowed to make one of her part time drivers full time.

On motion by Commissioner Blizzard and seconded by Commissioner Heath, the Board voted unanimously to approve this request to make one part time driver full time.

Mr. DeHaven then presented a request from Infinity Link to use our towers as they find themselves in a bind. The current Tower and Ground space lease agreement, entered into November 6, 2015, states Infinity Link Communications is not authorized to access the Towers for any more space than is currently contractually agreed upon. They are asking that we terminate that lease and enter into a new lease that allows access to 10 towers throughout the County to service the internet and cable customers they have. The lease will be \$1,200 per tower accessed per month. This lease will include a 3% annual escalator at the start of each fiscal year.

Infinity has asked that in the first fiscal year, (until June 30th, 2017) they be allowed to pay 10% of the monthly fees monthly, and have a balloon payment for the remaining amount in the month of June.

Mr. DeHaven asked the Board to allow the County Manager and County Attorney to create a lease agreement with these terms that suits both parties and enter into it as such.

On motion by Commissioner Jones and seconded by Commissioner Shackelford the Board voted unanimously to approve this request by Infinity Link as noted.

G. County Attorneys Report and Recommendations

Mr. Parker made sure the Board understood that what Mr. Taylor said about being frugal would result in being penalized.

H. Commissioner's Report and Recommendations

Chairman Fields thanked all the Commissioners for attending the convention.

I. Closed Session – Attorney Client Privilege

On motion by Commissioner Jones and seconded by Commissioner Blizzard the Board voted unanimously to go into Closed Session.

On motion by Commissioner Blizzard and seconded by Commissioner Heath the Board voted unanimously to adjourn closed session.

J. Adjournment

On motion by Commissioner Heath and seconded by Commissioner Blizzard the Board voted unanimously to adjourn the meeting.

Brad Fields, Chairman

Attest:

Kyle J. DeHaven, Clerk to the Board

Releases: Ad Valorem Tax									
DATE:	9/6/2016								
Taxpayer	Year	Acct. #	Property #	Assessed value	Assessed value to be released	Release amount (fire district) (T03) (G01)	Release amount (sw)	Total released	Reason
HAYES, ROBERT	2016	19667	500069				\$ 42.00	\$ 42.00	PRIVATE HAULER (WHW)
BAGGETT, GREGORY ALEXANDER	2016	53857	800450				\$ 42.00	\$ 42.00	PRIVATE HAULER (SDA)
BRANN, FRED	2016	709	800106				\$ 42.00	\$ 42.00	PRIVATE HAULER (WHW)
HAM, JEAN EDWARDS	2016	2741	300439				\$ 42.00	\$ 42.00	PRIVATE HAULER (SDA)
COLE, JANICE HILL	2016	63641	300188				\$ 42.00	\$ 42.00	PRIVATE HAULER (SCW)
HILL, MELVIN D (DICKIE)	2016	3341	800628				\$ 42.00	\$ 42.00	PRIVATE HAULER (WHW)
SMITH, MARY BETH	2016	49743	800421				\$ 42.00	\$ 42.00	PRIVATE HAULER (SCW)
JERNIGAN, HARDY	2016	3679	300658				\$ 42.00	\$ 42.00	PRIVATE HAULER (SDA)
ELMORE, FAYE	2016	2099	800342				\$ 42.00	\$ 42.00	PRIVATE HAULER (SDA)
HARPER, BRADLEY RAY	2016	42454	306040				\$ 42.00	\$ 42.00	PRIVATE HAULER (SDA)

Refunds NCVTS "TAX & TAG"

DATE:	9/6/2016													
Taxpayer	Tax-year rate year	Date paid to DMV	Tag	Assessed value	Assessed value to be refunded	Fire District	Sticker Fee	Refund amount G01	Refund amount Fire District	Refund amount Sticker fee	Refund Interest	Total Refund	Reason	
John Tyler Cogdell, 3685 Taylor Rd, Farmville, NC 27928	2015	3/31/2016	PCK2504	\$ 1,220.00		F10		\$ 6.39	\$ 0.74			\$ 7.13	Vehicle sold 7/7/16; tag surr. 7/12/16. Refund 8 mths. SCW	
Christopher Johnson Sugg, 117 Lloyd Harrison Rd, Snow Hill, NC 28580	2015	2/17/2016	BJE6683	\$ 24,050.00		F01		\$ 94.51	\$ 11.78			\$ 106.29	Vehicle sold 8/1/16; tag surr. 8/3/16. Refund 6 mths. SCW	
Valencia Starkey Gray, 2895 Newborn Church Rd, Snow Hill, NC 28580	2015	05/06/16	CMN3387	\$12,770.00		F09		\$ 66.91	\$ 6.81			\$ 73.72	Tag surr. 6/24/16; vehicle sold 7/18/16. Refund 8 mths. SCW	
Julie Ann Harper, 88 Grace St, Snow Hill, NC 28580	2015	5/25/2016	BAP2718	\$ 5,460.00		F07		\$ 35.77	\$ 3.73			\$ 39.50	Tag surr. & vehicle traded 5/25/16. Refund 10 mths. SCW	
Cecil Station Everette, 388 Corbett Town Rd, Snow Hill, NC 28580	2015	7/8/2016	AEZ8020	\$ 3,940.00		F05		\$ 28.39	\$ 3.06			\$ 31.45	Tag surr. 8/25/16; vehicle sold 8/28/16. Refund 11 mths. SCW	

Becky R. Sutton
Tax Administrator



229 Kingold Blvd.
P.O. Box 482
Snow Hill, NC 28580

(252) 747-3615
FAX (252) 747-5067

C3

August 30, 2016

To: Mr. Kyle DeHaven, Greene County Manager
Greene County Board of Commissioners

From: Becky R. Sutton
Greene County Tax Administrator

Tax Office Issues:

Consideration of Late Applications for Elderly or Disabled Exclusion and Disabled Veteran Exclusion

The assessor has no authority to approve a late application for the Elderly or Disabled Exclusion or Disabled Veteran Exclusion. However, GS 105-282.1(a1) states "upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the date of the listing period may be approved by the Board of Commissioners". If approved, the application is for the current year and is not retroactive. Due to information on the application being confidential, a copy of the application is not attached.

Attached are letters from taxpayers requesting your consideration of their late applications. The applicant and parcel meet the eligibility requirements. Consideration of these late applications would be appreciated and is recommended since the Board has previously considered other late applications.

Elderly/Disabled Exclusion:

Mildred Harrison – Parcel number 0403998
Bonnie Brann – Parcel 0504059

Disabled Veteran Exclusion:

Corey Tune – Parcel 0721186

Date: August 23, 2016

To: The Greene County Board of Commissioners

Re: Consideration of late Elderly/Disabled Exclusion application for 2016 tax year

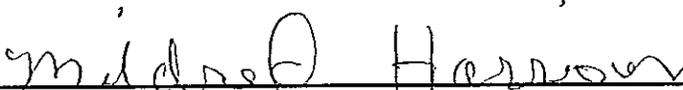
Parcel or Property number: 0403998

Dear Sir:

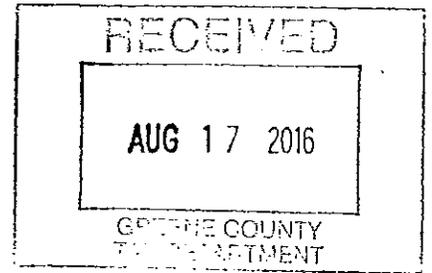
Consideration of this late application for property tax relief would be greatly appreciated.

I did not realize that I would qualify for this exclusion until I was discussing my tax bill today with the Tax Administrator. Consideration of this request would be greatly appreciated.

Thank you,


Mildred Smith Harrison

RECEIVED
AUG 23 2016
GREENE COUNTY
TAX DEPARTMENT



TO: Greene County Board of Commissioners

FROM: Bonnie Brann

DATE: August 9, 2016

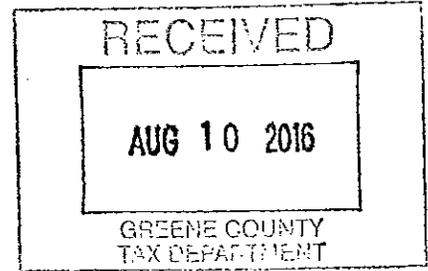
RE: Request for acceptance of late application for property tax relief
for the 2016 tax year on parcel number 0504059

Please accept my late application for property tax relief. My reason for filing untimely is

I recently learned of this possibility
and did not know of the deadline date.
Please accept my sincerest apology.
Thank you,


Bonnie Brann

On 9/16
agenda



TO: Greene County Board of Commissioners
FROM: Corey Tune
DATE: August 10, 2016
RE: Request for acceptance of late application for property tax relief
for the 2016 tax year on parcel number 0721186

Please accept my late application for property tax relief. My reason for filing untimely is getting the certification back from Veterans Affairs.

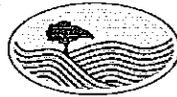
Thank you,


Name

Commissioners
Brad Fields– Chairman
Susan Blizzard – Vice Chairman
Bennie Heath
Jerry Jones
James T. Shackelford, Jr.

County Manager
Kyle DeHaven

Finance Officer
Landon Price



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WHEREAS, the Greene County Board of Commissioners hereby establishes and sets aside a special time for the purpose of receiving such comments and suggestions in addition to public hearings

NOW, THEREFORE; BE IT RESOLVED that all comments and suggestions addressed to the Greene County Board of Commissioners during the Public Comment Period shall be subject to the following Public Comment Policy:

1. Policy Purpose

a. To establish a policy for citizens to appear before the Greene County Board of Commissioners at their regular meetings during the month.

2. Coverage

a. This policy, upon adoption by the Greene County Board of Commissioners, shall remain in effect until such time that it is altered, modified, or rescinded by the Greene County Board of Commissioners.

3. Policy

a. Anyone desiring to address the Board of Commissioners must sign up with the Deputy County Clerk between 6:45 pm and 7:00 pm on the night of the Greene County Board of Commissioners meeting. The request should be in writing and on a form provided by the Deputy County Clerk. The form shall, as a minimum, provide the requestors name and address.

b. The Public Comment portion of the agenda will be placed at the beginning of the agenda but after all Public Hearings.

c. Each speaker must be recognized by the Chairman as having the exclusive right to be heard.

d. Comments are limited to three minutes per speaker. A speaker cannot give their allotted time/minutes to another speaker to increase that persons allotted time.

e. Speakers must address the entire Greene County Board of Commissioners, not an individual member. Discussions between speakers and the audience will not be allowed.

f. Speakers will be civil in their language and presentation.

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- g. There shall be a maximum of three (3) participants on the same subject. It is recommended that if there are several people who wish to speak on the same subject that they choose one speaker to speak for all.
- h. The time allotted for Public Comment will be 15 minutes. The Board of Commissioners can choose to extend the Public Comment Period, by a majority vote, an additional 15 minutes for a total of 30 minutes for public comments.
- i. Individuals who sign up but cannot speak due to time constraints will be carried to the next regular meeting of the Greene County Board of Commissioners and placed first on the Public Comment Agenda.
- j. For clarification, any Greene County Board of Commissioners may ask the speaker questions. The time used by a Greene County Board of Commissioners to ask a question, or the response to his/her question, will not be counted against the citizens three minute time allotment.
- k. Public comment is not intended to require the Greene County Board of Commissioners to answer any impromptu questions. Action on items brought up during the Public Comment Period will be at the discretion of the Greene County Board of Commissioners.
- l. The public can address the Greene County Board of Commissioners on any issue other than public hearings items and those items that would be covered in closed session, which would include, but not be limited to attorney/client privilege, personnel, land acquisition and contract negotiations.
- m. Anyone desiring to address the Greene County Board of Commissioners on a specific concern requiring more effective and informed action by the Greene County Board of Commissioners should contact the County Manager at least one week prior to the meeting for the topic to be reviewed for consideration to be placed on the agenda. Whenever possible, staff will address the concern directly, but if staff cannot address the issue, it will be placed on the agenda as early as practicable. The person making the request should provide sufficient information pertaining to their concerns to allow the Greene County Board of Commissioners to review the citizen concerns and/or request.

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E1

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From: Kyle J. DeHaven, County Manager

Re: Shelby Hubbard; 4-H

Date: September 6, 2016

Ms. Shelby Hubbard represented Greene County 4-H at the NCACC youth Summit in Winston Salem, NC. This was held during the County Commissioners Annual Conference. Shelby will give a report of her experience at the Summit.

Action Recommended:

Presentation Only

No Board action is needed.

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REQUEST TO BE ON THE AGENDA FOR THE GREENE COUNTY BOARD OF COMMISSIONERS

BOARD MEETING YOU WISH TO PRESENT: ____September 6____, 2016

TOPIC(S) TO BE PRESENTED: ____4-H'er reporting on NCACC Youth Summit
Experience_____

PRESENTER'S NAME: ____Shelby Hubbard_____

PRESENTER'S MAILING ADDRESS: ____1495 Oakes Road Hookerton NC 28538

PHONE #:_____ FAX #:_____

PRESENTER'S EMAIL ADDRESS:____shelbyhubbard1027@gmail.com_____

THE GREENE COUNTY BOARD OF COMMISSIONERS MEET ON THE 1ST AND 3RD MONDAY AT 7:00 P.M. EVERY MONTH EXCEPT MONDAY HOLIDAYS, WHEN THE MEETING IS USUALLY HELD ON THE FOLLOWING TUESDAY.

EVERY EFFORT IS MADE TO COMPLETE THE AGENDA BEFORE 12:00 P.M. ON THE THURSDAY BEFORE THE MEETING.

EVERY PRESENTER LISTED ON THE AGENDA WILL BE MAILED OR EMAILED A COPY OF THE AGENDA AS A REMINDER OF THEIR SCHEDULED PRESENTATION AND/OR REQUEST. IF THE PRESENTER WANTS TO PROVIDE HANDOUTS TO THE BOARD PRIOR TO THE MEETING, THE MATERIAL(S) MUST BE RECEIVED BY THE GREENE COUNTY MANAGER'S OFFICE NO LATER THAN 12:00 NOON OF THE WEDNESDAY PRIOR TO THE MEETING.

IN ORDER TO BE LISTED ON THE AGENDA PRESENTER'S MAY:

- CALL (252) 747-3446 OR (252) 747-2866
- EMAIL kmooring@co.greene.nc.us
- MAIL OR DELIVER TO GREENE COUNTY OFFICE COMPLEX, COUNTY MANGER'S OFFICE, 229 KINGOLD BLVD., SUITE D, SNOW HILL, NC 28580.



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Kyle DeHaven

Finance Officer
Landon Price

E2

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From: Kyle J. DeHaven, County Manager

Re: Melissa Reese; Eastpointe

Date: September 6, 2016

Ms. Melissa Reese of Eastpointe will present a proclamation declaring September, Recovery Month. She will be available to answer any and all questions concerning this proclamation at that time.

Action Recommended:

Motion to approve the proclamation declaring September 2016 as Recovery month.

Board action is needed.

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Proclamation
Recovery Month 2016
“Our Families, Our Stories, Our Recovery”

Whereas, treatment and recovery improve a community’s welfare and provides a renewed outlook on life for those with mental illness; and

Whereas, studies have shown that individuals can recover from the most severe forms of mental illness meaning the person can have a meaningful, productive life while living with the symptoms of mental illness, that one’s life does not revolve around their illness, and that for some, recovery implies a reduction or complete remission of symptoms; and

Whereas, recovery begins with hope; and

Whereas, recovery is the presence of people who believe in and stand by the person in need; and

Whereas, recovery can occur even though symptoms reoccur; and

Whereas, recovery is a unique process which entails one to have choices; and

Whereas such education about recovery is essential for overcoming stigma and achieving long-term recovery; and

Whereas, to help achieve this goal Greene County and Eastpointe invite all citizens of the Greene County to become educated on recovery.

Now, therefore, I, Brad Fields, Chairman, Greene County Board of Commissioners do hereby proclaim September 2016 as

Recovery Month

I call upon the citizens, government agencies, public and private institutions, businesses and schools in Greene County to commit our community to increasing awareness, education, and understanding of

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recovery from mental illnesses, to take steps in helping those to recover, and to remove major barriers in the community about recovery

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Greene County, North Carolina, to be fixed on this 6th day of September 2016.

Brad Fields, Chairman to the Board

ATTEST:

Kyle J. DeHaven, Clerk to the Board

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E3

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From: Kyle J. DeHaven, County Manager

Re: Sharon Harrison; Senior Center activities updates

Date: September 6, 2016

Ms. Sharon Harrison will make a presentation concerning the Senior Centers activities this month and give updates of services available for older adults.

Action Recommended:

Presentation Only

Board action is needed.

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REQUEST TO BE ON THE AGENDA FOR THE GREENE COUNTY BOARD OF COMMISSIONERS

BOARD MEETING YOU WISH TO PRESENT: **9-6-16**

TOPIC(S) TO BE PRESENTED: Senior Center Month Activities & Update
on Available Services for Older Adults

PRESENTER'S NAME: Sharon Harrison

PRESENTER'S MAILING ADDRESS: PO Box 36 Snow Hill, NC 28580

PHONE #: 252-747-5436 FAX #: 252-747-8402

PRESENTER'S EMAIL ADDRESS: sharrison@co.greene.nc.us

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IN ORDER TO BE LISTED ON THE AGENDA PRESENTER'S MAY:

- CALL (252) 747-3446 OR (252) 747-2866
- EMAIL kmooring@co.greene.nc.us
- MAIL OR DELIVER TO GREENE COUNTY OFFICE COMPLEX, COUNTY MANGER'S OFFICE, 229 KINGOLD BLVD., SUITE D, SNOW HILL, NC 28580.



Commissioners
Brad Fields– Chairman
Susan Blizzard – Vice Chairman
Bennie Heath
Jerry Jones
James T. Shackelford, Jr.

E4
County Manager
Kyle DeHaven

Finance Officer
Landon Price



GREENE COUNTY
A Place To Grow. The Way To Live.

Home of the North Carolina Sweet Potato Festival

From: Kyle J. DeHaven, County Manager

Re: Sharon Harrison; Senior Center

Date: September 6, 2016

Ms. Sharon Harrison will present a proclamation declaring September 2016 as National Senior Center Month. She will be available to answer any and all questions at that time.

Action Recommended:

Motion to approve the proclamation declaring September 2016 as National Senior Center Month.

Board action is needed.

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The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment



National Senior Center Month Proclamation: September 2016

Greene County, NC

Whereas, older Americans are significant members of our society, investing their wisdom and experience to help enrich and better the lives of younger generations; and

Whereas, the Greene County Senior Center has acted as a catalyst for mobilizing the creativity, energy, vitality, and commitment of the older residents of Greene County; and

Whereas, through the wide array of services, programs, and activities, senior centers empower older citizens of Greene County, NC to contribute to their own health and well-being and the health and well-being of their fellow citizen of all ages; and

Whereas, the Greene County Senior Center affirms the dignity, self-worth, and independence of older persons by facilitating their decisions and actions; tapping their experiences, skills, and knowledge; and enabling their continued contributions to the community;

Now, therefore, I Chairman Brad Fields, do hereby proclaim September 2016 **National Senior Center Month**.

And call upon all citizens to recognize the special contributions of the senior center participants and the special efforts of the staff and volunteers who work every day to enhance the well-being of the older citizens of our community.

Brad Fields-Chair, Greene County Board of Commissioners

This 6th Day of September, 2016.

Commissioners
Brad Fields– Chairman
Susan Blizzard – Vice Chairman
Bennie Heath
Jerry Jones
James T. Shackelford, Jr.

County Manager
Kyle DeHaven

Finance Officer
Landon Price

E5



GREENE COUNTY
A Place To Grow. The Way To Live.

Home of the North Carolina Sweet Potato Festival

From: Kyle J. DeHaven, County Manager

Re: Lemmie Smith; Greene County Sheriff

Date: September 6, 2016

Sheriff Lemmie Smith will make a presentation about concerns in the Sheriff's department for Commissioner consideration.

Action Recommended:

Presentation Only

No Board action is needed

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REQUEST TO BE ON THE AGENDA FOR THE GREENE COUNTY BOARD OF COMMISSIONERS

BOARD MEETING YOU WISH TO PRESENT: Sept 6th, 2016

TOPIC(S) TO BE PRESENTED: _____staffing issues_____

PRESENTER'S NAME: __Sheriff Lemmie Smith

PRESENTER'S MAILING ADDRESS: 301 N Greene Street Snow Hill NC 28580

PHONE #:252-747-3411 FAX #: 252-747-8020

PRESENTER'S EMAIL ADDRESS: _lsmith@co.greene.nc.us

THE GREENE COUNTY BOARD OF COMMISSIONERS MEET ON THE 1ST AND 3RD MONDAY AT 7:00 P.M. EVERY MONTH EXCEPT MONDAY HOLIDAYS, WHEN THE MEETING IS USUALLY HELD ON THE FOLLOWING TUESDAY.

EVERY EFFORT IS MADE TO COMPLETE THE AGENDA BEFORE 12:00 P.M. ON THE THURSDAY BEFORE THE MEETING.

EVERY PRESENTER LISTED ON THE AGENDA WILL BE MAILED OR EMAILED A COPY OF THE AGENDA AS A REMINDER OF THEIR SCHEDULED PRESENTATION AND/OR REQUEST. IF THE PRESENTER WANTS TO PROVIDE HANDOUTS TO THE BOARD PRIOR TO THE MEETING, THE MATERIAL(S) MUST BE RECEIVED BY THE GREENE COUNTY MANAGER'S OFFICE NO LATER THAN 12:00 NOON OF THE WEDNESDAY PRIOR TO THE MEETING.

IN ORDER TO BE LISTED ON THE AGENDA PRESENTER'S MAY:

- CALL (252) 747-3446 OR (252) 747-2866
- EMAIL kmooring@co.greene.nc.us
- MAIL OR DELIVER TO GREENE COUNTY OFFICE COMPLEX, COUNTY MANGER'S OFFICE, 229 KINGOLD BLVD., SUITE D, SNOW HILL, NC 28580.



Commissioners
Brad Fields-- Chairman
Susan Blizzard -- Vice Chairman
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County Manager
Kyle DeHaven

Finance Officer
Landon Price

F1



GREENE COUNTY

A Place To Grow. The Way To Live.

Home of the North Carolina Sweet Potato Festival

From: Kyle J. DeHaven, County Manager

Re; 811 Membership Agreement

Date: September 6, 2016

Attached is a membership agreement with North Carolina 811, Inc. The membership agreement is no longer optional. The membership agreement will be law effective October 1, 2016. Costs associated with this agreement are \$.80 per ticket transmission, or a minimum of \$25/month. We are paying them to notify us that someone will be digging in our area to protect our underground assets.

I have attached the new law, as well as the old vs. new law for your review.

Action Recommended:

Motion to approve the membership agreement with North Carolina 811, Inc.

Board action is needed.

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The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

North Carolina 811, Inc.

Membership Agreement

THIS MEMBERSHIP AGREEMENT ("Agreement") is entered into this the ____ day of _____, 2016, by and between **North Carolina 811, Inc.** ("Notification Center"), a North Carolina not-for-profit corporation, and **Greene County** ("Member").

Recitals

Notification Center is a North Carolina not-for-profit member-owned corporation. Notification Center is sponsored by facility operators to receive and transmit to its members Notices of planned excavations, Design Notices, Emergency Notices and Damages, as contemplated by the Underground Utility Safety and Damage Prevention Act, N.C. Gen. Stat § 87-115 *et seq.* (the "Act").

DEFINITIONS:

As used in this Agreement, the following terms have the meanings indicated below:

"Notification Center" shall have the meaning set forth in N.C. Gen. Stat. § 87-117(17);

"Utility Member" and/or "Operator" shall have the meaning set forth in N.C. Gen. Stat. § 87-117 (18);

"Locator" shall have the meaning set forth in N.C. Gen. Stat. § 87-117(13);

"Facility" shall have the meaning set forth in N.C. Gen. Stat. § 87-117(12);

"Operator" shall have the meaning set forth in N.C. Gen. Stat. § 87-117(18);

"Associate Member" shall mean any person or entity that furnishes goods or services to any Operator, and other persons and entities that have an interest in the prevention of damage to any Facility and the promotion of safe excavation practices.

"Damage" shall have the meaning set forth in N.C. Gen. Stat. § 87-117(4);

"Excavate" or "Excavation" shall have the meaning set forth in N.C. Gen. Stat. § 87-117(13);

"Transmission" shall mean the notification given by Notification Center to Member or Member's designated Locator of an Excavation, Design Notice, Damage and/or Emergency;

“Notice” shall have the meaning set forth in N.C. Gen. Stat. § 87-117(16);

“Design Notice” shall have the meaning set forth in N.C. Gen. Stat. § 87-117(7);
and

“Emergency” shall have the meaning set forth in N.C. Gen. Stat. § 87-117(8).

Other terms used in this Agreement, but not defined herein, shall have the meaning set forth in the Act.

Notification Center has three categories of members, as follows:

- (a) Category One members are Operators;
- (b) Category Two members are Locators;
- (c) Category Three members are Associate Members.

Member has applied to become a **Category One** member of Notification Center. Member represents herein that it is entering into this Agreement on its own behalf and that it has authority to enter into this Agreement.

In consideration of the Recitals and the mutual covenants and promises contained herein, the parties hereby agree as follows:

2. **Term**. This Agreement shall be effective from and after the date hereof and shall continue in effect until such time as either party terminates this Agreement, in accordance with the provisions regarding termination of membership contained in the Bylaws of Notification Center in effect as of the date of the execution of this Agreement.
3. **Documents**. Member acknowledges receipt of copies of the Articles of Incorporation and Bylaws of Notification Center, attached hereto, and agrees to abide by all of the terms and provisions thereof. Notification Center retains the authority to amend the Articles of Incorporation and Bylaws from time to time through lawful action of Notification Center’s duly authorized Board of Directors. Amended versions of the Notification Center’s Articles of Incorporation and Bylaws shall be posted on the Notification Center’s website, www.nc811.org, or otherwise distributed to Member.
4. **Fees and Charges**. Member agrees to timely pay either (a) the transmission fees charged by Notification Center to Category One members, or (b) the annual membership fees charged by Notification Center to Category One members, as established from time to time by the Board of Directors of Notification Center.
5. **Duties of Category One Members**. Member shall provide to Notification Center an electronic database in a format acceptable to Notification Center that contains a reasonable, detailed description of Member’s Facilities located within the

geographic areas in North Carolina as to which Notification Center is to provide Member notification of each Transmission ("Notification Area"). Member shall provide Notification Center with an update of the electronic database of its Notification Area on an annual basis, at a minimum. Member shall comply with all of its obligations pursuant to the Act as to Notification Center.

6. **Duties of Notification Center.** The Notification Center shall provide the necessary personnel, equipment and a toll-free telephone number for the receipt of Notice of each Transmission within the Notification Area. Notification Center will maintain records of receipt of each Transmission in the manner and duration required by the Act. Notification Center shall promptly relay to Member and/or its designated Locator each Transmission received within Member's Notification Area. Notification Center shall comply with all of its obligations pursuant to the Act as to Member.
7. **Indemnification.** To the extent permitted by North Carolina law, Member agrees to indemnify, save and hold harmless Notification Center, its officers, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including reasonable attorneys' fees), or costs for personal injuries and/or property damage arising out of (1) any Transmission within Member's Notification Area, (2) any marking, or failure to mark, the location of any Facility of Member, (3) any Excavation by any person which injures or damages any Facility of Member, unless such losses, damages or injuries shall be caused by the intentional wrongdoing or negligent act or omission of the Notification Center, provided further that such liability, claim, loss, damage, expense or cost for which Member is required to indemnify Notification Center arises out of acts for which the defenses of governmental immunity, statutory or common law immunity is not available. The indemnification provided by Member herein shall not be construed as a waiver of any applicable defense of governmental, statutory, or common law immunity, and shall not prevent the Member from asserting any defense of such immunity; and if a court of competent jurisdiction determines that no such immunity applies, then the indemnity provided for herein shall apply to the extent enforceable under North Carolina law.
8. **No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.
9. **Succession and Assignment.** Member may not assign this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of Notification Center. Notwithstanding the foregoing, Member may assign its rights, interests and obligations hereunder, without approval of Notification Center to the parent, subsidiary, or affiliate of Member, or to any entity into which Member is merged or to which Member sells all or substantially all of its assets. Notification Center may not assign, sublet, or transfer its interest, duties, or obligations hereunder, without the prior written consent of Member. This

Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

10. **Notices.** Any notice, request, demand, claim or other communication hereunder ("Notice") shall be in writing. The term "Notice," as used in this section, shall not include or apply to a Notice of Excavation, Emergency, Damage and/or Design Notice. Any contractual notice may be given by any method listed below and shall be deemed received on the date stated to the right of each such method, as follows:

Personal delivery:	Upon delivery
Overnight courier service, charges prepaid:	One business day after receipt by addressee as shown on the records of the courier service
Facsimile transmission:	The next business day following the date of transmission as shown on the sender's records
Registered or Certified U.S. Mail, Return Receipt Requested, postage prepaid:	Date of delivery as shown on return receipt

Any notice shall be addressed as follows:

If to Notification Center:	2300 W. Meadowview Road Suite 227 Greensboro, NC 27407 Attn: Executive Director
If to Member:	<u>Greene County</u> <u>P. O. Box 543</u> <u>Snow Hill, NC 28580</u>

Either Party may change the address to which contractual Notices are to be delivered by giving the other Party contractual notice in the manner herein set forth to the address herein stated, or as subsequently and correctly amended per the terms of the Agreement.

11. **Governing Law.** All matters relating to this Agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Agreement shall be Guilford County Civil Superior Court or the United States District Court for the Middle District of North Carolina.

12. **Amendments and Waivers.** No amendment or waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by both parties. No waiver of breach or violation of any provision shall be deemed to extend to any prior or subsequent breach or violation of the same or any other provision, or affect, in any way, any rights arising by virtue of any prior or subsequent breach of warranty or violation.
13. **Entire Agreement.** This Agreement constitutes the Entire Agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.
14. **Severability.** If any provision of this Agreement is deemed invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect to the fullest extent permitted by law.
15. **E-Verify Compliance.** Notification Center shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. § 64-25 *et seq.* In addition, to the best of Notification Center's knowledge, any subcontractor employed by Notification Center as a part of this Agreement, shall be in compliance with the requirements of E-Verify and N.C.G.S. § 64-25 *et seq.* Notification Center shall execute an E-Verify affidavit, which is attached hereto.

[THE REMAINDER OF THIS PAGE REMAINS BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date first written above.

This instrument has been pre-audited in accordance with N.C. Local Government Budget and Fiscal Control Act.

(Signature of Finance Officer)

Name/Title

Date: _____

Approved as to form and legality,

Name/Title
Date: _____

Greene County (SEAL)
(Name of Member)

By: _____
(Signature)

Type or Print Name

Title _____

Date: _____

North Carolina 811, Inc. (SEAL)

By: _____
(Signature)

Louis Panzer
(Type or Print Name)

Title: Executive Director

The application of Greene County as a **Category One** member of **North Carolina 811, Inc.** is hereby approved.

This is _____ day of _____ 2016.

On behalf of the Board of Directors
of North Carolina 811, Inc.

(Signature)

Lyman M. Horne
(Type or Print Name)

Board President
Title



REFERENCE GUIDE

Policy / Procedure	New Law, Effective Oct 1 ST , 2014	Reference
Notice Prior To Start Excavation/Demolition For Markings		
Underground Facilities	Within 3 to 12 full working days.	87-122 (a)
SubAqueous Facilities	Within 10 to 20 full working days	
Facilities Locate By Date		
Underground Facilities	Within 3 full working days after the date the notice was given.	87-121 (b)
SubAqueous Facilities	Within 10 full working days after the date the notice was given	
Notification Expiration (Life of a ticket)	All notices given shall expire 15 full working days after the date the notice was given	87-122 (a)
Tolerance Zone	<p style="text-align: center;">VARIOUS ZONES →</p> <p>If diameter of facility is known: One-half of the known diameter <i>plus</i> 24 inches on either side of the designated center line</p> <p>If diameter of facility is NOT known or marked: 24 inches on either side of the outside edge of the mark indicating a facility</p> <p>If facility is SubAqueous: A clearance of 15 feet on either side of the indicated facility</p> <p>If the diameter or width of the facility is greater than 4 inches, the dimension of the facility shall be indicated at least every 25 feet in the area of proposed excavation or demolition. Should multiple facilities exist, each facility shall be located</p>	87-117 (22) 87-121 (a)
NC811 Mandatory Membership	<p style="text-align: center;">VARIOUS TIME FRAMES →</p> <p>Join By October 1, 2014: Operators with more than 50,000 customers or 1,000 miles of facilities</p> <p>Join by October 1, 2015: Operators with more than 25,000 customers or 500 miles of facilities</p> <p>Join by October 1, 2016: Remaining operators that do not meet any of the criteria listed above and NCDOT</p>	87-120 (b)
Pre-Marking Excavation Site (White-lining)	When the excavation area cannot be clearly and adequately identified within the area described in the notice, the excavator shall designate the route, specific area to be excavated, or both by premarking the area before the operator performs a locate. Premarking shall be made with soluble white paint, white flags, or white stakes.	87-122 (c)
Underground Damage Prevention Review Board	Notification Center to establish a 15-member board as defined in the law to review alleged violations of the Underground Utility Safety and Damage Prevention Act for enforcement and civil penalties.	87-129 (a)



REFERENCE GUIDE

Policy / Procedure	New Law, Effective Oct 1 ST , 2014	Reference
Declaration of Extraordinary Circumstances by Operator	An operator may declare extraordinary circumstances (circumstances that make it impossible for the operator to comply with the law, see complete definition 87-117 (11)).	87-117 (11)
	<i>The operator making the declaration must:</i>	87-121 (b) (3)
	1) Notify the excavator directly or through the Notification Center (NC811) 2) State the date and time when the location will be marked	87-121 (e)
Positive Response Postings by Facility Owner/Operator	Utility owner shall provide a positive response within 3 full working days after the date the notice was given. <i>*Excluded from this are operators who have declared extraordinary circumstances as the system will apply their response.</i>	87-122 (c)(2)
Positive Response Confirmation	Excavator must confirm through the positive response system prior to excavation/demolition that all operators have responded and that affected facilities have been marked. <i>*Excavator can continue to check the status via email, phone, and/or NC811 webpage.</i>	87-122 (c)(2)
Emergency Notifications	Excavator must provide <u>oral notice</u> to the Notification Center (NC811) as soon as practical. See complete definition 87-117 (8). <i>*All emergency requests must be processed through the call center and not through any of the NC811 electronic applications.</i> Falsely claiming an emergency exists will result in a Class 3 Misdemeanor.	87-117 (8) 87-125 (a) (b)(c)
Damage Notifications	Excavator must notify the Notification Center (NC811) AND the facility operator (<i>if known</i>). Additionally, the excavator shall notify emergency responders and 911 in the event of any discharge of electricity or escaping gas or liquid that would endanger life, health, or property.	87-126 (a)(b)
Geographical Length of Excavation/Demolition	The location of the proposed excavation/demolition cannot exceed one-quarter (1/4) mile in length, or five adjoining addresses, not to exceed one-quarter mile in geographical length	87-122
3-Hour Locate	In the event an operator fails to post a response to the Positive Response System within the 3 working day notice AND the excavator is aware of OR observes indications of an unmarked facility, the excavator must CALL the Notification Center (NC811). Facility operators must make arrangements to mark the facility within 3 hours from the time of the call.	87-122(c)(6)

*All NC811 Policies and Procedures will be updated to reflect and abide by new law



REFERENCE GUIDE

Policy / Procedure	Present Law Until Sept 30 th , 2014	New Law, Effective Oct 1 st , 2014	Reference
Notice Prior To Start Excavation/Demolition For Markings			
Underground Facilities	<i>Not less than 2, but no more than a 10 working day notice</i>	Within 3 to 12 full working days.	87-122 (a)
SubAqueous Facilities	<i>Not addressed by present law</i>	Within 10 to 20 full working days	
Facilities Locate By Date			
Underground Facilities	<i>Before the start of the proposed excavation</i>	Within 3 full working days after the date the notice was given.	87-121 (b)
SubAqueous Facilities	<i>Not addressed by present law</i>	Within 10 full working days after the date the notice was given	
Notification Expiration (Life of a ticket)	<i>Not addressed by present law, is a policy of NC811, Inc. and was 15 working days</i>	All notices given shall expire 15 full working days after the date the notice was given	87-122 (a)
Tolerance Zone	<i>The width of the underground utility plus 2½ feet (30 inches) on either side of the underground utility</i>	<i>If diameter of facility is known:</i> One-half of the known diameter <i>plus</i> 24 inches on either side of the designated center line	87-117 (22)
		<i>If diameter of facility is NOT known or marked:</i> 24 inches on either side of the outside edge of the mark indicating a facility	
		<i>If facility is SubAqueous:</i> A clearance of 15 feet on either side of the indicated facility	87-121 (a)
NC811 Mandatory Membership	<i>Not Addressed by present law</i>	Join By October 1, 2014: Operators with more than 50,000 customers or 1,000 miles of facilities Join by October 1, 2015: Operators with more than 25,000 customers or 500 miles of facilities Join by October 1, 2016: Remaining operators that do not meet any of the criteria listed above and NCDOT	87-120 (b)
Pre-Marking Excavation Site (White-lining)	<i>Not Addressed by present law</i>	When the excavation area cannot be clearly and adequately identified within the area described in the notice, the excavator shall designate the route, specific area to be excavated, or both by premarking the area before the operator performs a locate. Premarking shall be made with soluble white paint, white flags, or white stakes.	87-122 (c)
Underground Damage Prevention Review Board	<i>Not addressed by present law</i>	Notification Center to establish a 15-member board as defined in the law to review alleged violations of the Underground Utility Safety and Damage Prevention Act for enforcement and civil penalties.	87-129 (a)



REFERENCE GUIDE

Policy / Procedure	Present Law Until Sept 30 th , 2014	New Law, Effective Oct 1 st , 2014	Reference
Declaration of Extraordinary Circumstances by Operator	<i>Not addressed by present law</i>	An operator may declare extraordinary circumstances (circumstances that make it impossible for the operator to comply with the law, see complete definition 87-117 (11)). <i>The operator making the declaration must:</i> 1) Notify the excavator directly or through the Notification Center (NC811) 2) State the date and time when the location will be marked	87-117 (11) 87-121 (b) (3) 87-121 (e)
Positive Response Postings by Facility Owner/Operator	<i>Not addressed by present law; member utility could elect to participate/not participate.</i>	Utility owner shall provide a positive response within 3 full working days after the date the notice was given. <i>*Excluded from this are operators who have declared extraordinary circumstances as the system will apply their response.</i>	87-122 (c)(2)
Positive Response Confirmation	<i>Not addressed by present law; NC811 made positive response available for excavators to check the status of their request via phone, email, and a webpage</i>	Excavator must confirm through the positive response system prior to excavation/demolition that all operators have responded and that affected facilities have been marked. <i>*Excavator can continue to check the status via email, phone, and/or NC811 webpage.</i>	87-122 (c)(2)
Emergency Notifications	<i>Notify as soon as possible</i>	Excavator must provide oral notice to the Notification Center (NC811) as soon as practical. See complete definition 87-117 (8). <i>*All emergency requests must be processed through the call center and not through any of the NC811 electronic applications.</i> Falsely claiming an emergency exists will result in a Class 3 Misdemeanor.	87-117 (8) 87-125 (a) (b)(c)
Damage Notifications	<i>Excavator must notify the facility owner/operator directly</i>	Excavator must notify the Notification Center (NC811) AND the facility operator (<i>if known</i>). Additionally, the excavator shall notify emergency responders and 911 in the event of any discharge of electricity or escaping gas or liquid that would endanger life, health, or property.	87-126 (a)(b)
Geographical Length of Excavation/Demolition	<i>Not addressed by present law</i>	The location of the proposed excavation/demolition cannot exceed one-quarter (1/4) mile in length, or five adjoining addresses, not to exceed one-quarter mile in geographical length	87-122
3-Hour Locate	<i>Not addressed by present law</i>	In the event an operator fails to post a response to the Positive Response System within the 3 working day notice AND the excavator is aware of OR observes indications of an unmarked facility, the excavator must CALL the Notification Center (NC811). Facility operators must make arrangements to mark the facility within 3 hours from the time of the call.	87-122(c)(6)

*All NC811 Policies and Procedures will be updated to reflect and abide by new law

F2

Commissioners
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Susan Blizzard –Vice Chairman
Bernie Heath
Jerry Jones
James T. Shackelford, Jr.

County Manager
Kyle DeHaven

Finance Officer
Landon Price



GREENE COUNTY

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Home of the North Carolina Sweet Potato Festival

From: Kyle J. DeHaven, County Manager

Re: 2016 EMS contracts

Date: September 6, 2016

Attached is the 2016 EMS contracts. All Changes in the contract were agreed upon by the Volunteer departments. Changes are italicized compared to previous year. 3 of 4 Volunteer departments have submitted their signed copies at the time this publishing.

Action Recommended:

Motion to approve the 2016 EMS contracts as written

Board action is needed.

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www.co.greene.nc.us

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**Contract to Provide
Emergency Medical Services
Between Greene County and
_____ Fire & EMS Association Inc.**

This contract, made and entered into as of the fifteenth (15th) day of August, by and between Greene County, a political subdivision of the State of North Carolina, hereinafter referred to as "the County" and _____ Rural Fire & EMS Association Inc. a non-profit corporation organized pursuant to the laws of the State of North Carolina, hereinafter referred to as the "Provider", shall commence on August 15, 2016 and shall continue in force and effect for a term of one year, and be automatically renewed on August 15 of each subsequent year until terminated by either party according to the provisions contained in this agreement.

That for and in consideration of the mutual benefits to be derived, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and pursuant to the State's mandate contained in N.C.G.S. 143-517, for the provision of emergency medical services in the County; the County and the Provider enter into the following contractual agreement:

The County hereby contracts with Provider to provide continuing emergency medical service under the following terms and conditions:

A. DEFINITIONS

Definitions and acronyms applicable to this Contract are attached as Appendix 1.

B. FISCAL RESPONSIBILITIES

1. County shall provide funding to Provider to assist in covering operating and maintenance costs for Emergency Medical Services in the amount of, **\$7,500** annual appropriation for the Provider. These funds will be disbursed to Provider in yearly payments.
2. County shall provide billing and collection services for all Emergency Medical Services rendered by Provider.
 - a. The County shall remit to Provider on a monthly basis 75 percent of service fees collected, when Provider transports the patient(s) with Provider personnel.
 - b. The County will no longer provide a County employee from a paid ambulance crew to the Provider to complete the staff of Provider ambulance.

- c. The County may allow Provider operating at the basic level with a full crew, to utilize County ALS personnel to provide ALS service to the patient, when the patient(s) require ALS level care. When Provider transports the patient(s), basic service fees will be remitted to Provider on a monthly basis at 75 percent. ALS services will be remitted to the County at 100 percent.
 - d. The County shall endeavor to collect all service fees billed; however, nothing contained in this agreement shall obligate the County to guarantee collection of any or all sums billed and the County shall not be held liable by the Provider for any sum uncollected.
 3. The Provider agrees to present to the County a Financial Review. The County will furnish any forms needed and will assist the Provider with their Financial Review as needed. The Provider may also use a schedule of receipts and disbursements and a simple check register will suffice.
 4. The Provider shall adhere to the following accounting policies and guidelines. No later than the end of business on the 15th day of April of each year, or the following business day if the 15th falls on a weekend or holiday, the Provider will transmit to the Board of County Commissioners of the County, through the Greene County Emergency Services Office, in such detail and form as may be prescribed by the County Finance Director, a budget request containing the financial needs of the Provider for the fiscal year commencing the 1st day of July next following. Said budget shall be accompanied by a recommendation from the Provider Board of Directors and shall be provided on forms approved by the County for budget preparation and presentation. The Provider shall account for all funds received for its maintenance and operation as approved in the annual budget.
 5. In the event of liquidation or dissolution of the Provider, all vehicles, equipment, assets, and all other equipment and assets will be distributed in accordance with the Provider's Charter or Articles of Incorporation and the North Carolina Non-Profit Corporation Act.

C. INSURANCE

The Provider shall obtain and keep in force during the term of this Agreement the following minimum insurance coverage with the County of Greene named as an additional insured. The Provider shall furnish the County with a certificate of insurance:

- 1) Workers' Compensation: The Provider shall keep in effect a policy of worker's compensation insurance, ensuring members of the said Provider and all others that are covered by the Workers' Compensation Act.
- 2) General Liability: The Provider shall keep in effect a policy of general liability insurance in the amount of at least \$1,000,000.00 with combined single limit with contractual coverage endorsements.

3) Vehicle Liability: The Provider shall keep in effect a policy of vehicle liability with insurance limits covering bodily injury, death and property damage claims in the amount of at least \$1,000,000.00 with combined single limits.

4) Errors and Omissions: The Provider shall keep in effect a policy of errors and omissions for each member of the department, which holds the County harmless.

Indemnification: The Provider shall indemnify and save harmless the County for any and all liability and expenses, including attorney's fees, court costs and other costs incurred by the County, caused by the negligence or willful misconduct of the Provider, its agents and employees, up to the limits of insurance.

D. ADDITIONAL COUNTY RESPONSIBILITIES:

County shall:

1. Develop, publish, maintain, and make readily available in an electronic format to all EMS Providers and their personnel:
 - a. The Greene County EMS System Plan
 - b. The Greene County EMS Protocols
 - c. The Greene County Emergency Operations Plan
 - d. The Greene County HIPPA Compliance Policy
2. Be responsible for involving the Provider in the development of local ordinances, or other rules and regulations governing the provision of emergency medical services.
3. Provide a Medical Director in accordance with the requirements of the North Carolina Office of Emergency Medical Services and the Greene County EMS System Plan
4. Provide an Emergency Communications Center as the source of dispatch.
 - a. County shall use the assigned numbers for ambulances in the dispatch of calls by the Emergency Communications Center.
5. Provide an electronic method for collecting patient care reports that meets the requirements of the North Carolina Office of Emergency Medical Services, the Greene County EMS System Plan, and the selected billing/collection service provider.

6. Conduct inspections of Provider.

The Parties acknowledge that the County is required by the State of North Carolina (NCOEMS) to monitor and inspect all Emergency Medical Services Providers operating in the County. In relation to that mandate, the County shall cause Provider to be inspected annually, including its equipment, personnel, organization and method of operation to determine that all standards required under North Carolina law and Greene County EMS System Plan are met. This inspection may be performed by the County Emergency Services Director or his/her designee; and

- a. The Provider's EMS Captain shall be given at least forty-eight (48) hours advance notice of said annual inspection. In addition to said annual inspection, County is authorized and may randomly, without notice, inspect any site where services are being performed or equipment and/or personnel are housed.
- b. If during any inspection it is determined that Provider is in default for not meeting the minimum standards as set forth in the Greene County EMS System Plan, the County shall by personal delivery or certified mail, give written notice of specific deficiencies to Provider. This notice shall specify that a period of fifteen (15) days from the date of delivery of the notice shall be allowed to correct the specific deficiencies. A copy of this notice shall also be sent to the Emergency Services Director. At the end of the fifteen (15) day period, a re-inspection shall be made to determine if the deficiencies have been satisfactorily corrected and the default cured.
- c. If the specific deficiencies have not been satisfactorily corrected, the County Emergency Services Director or his designee shall notify Provider that this Contract is in default. Upon this notice, Provider shall immediately cease operation and County payments for unearned services under this Contract shall immediately cease. This situation shall constitute a default under the terms of this Contract, with the County's options to terminate or not to terminate this Contract immediately.

7. Monitor both average and fractile response times of the Provider to ensure reasonable response times within the service area of the Provider.

E. ADDITIONAL PROVIDER RESPONSIBILITIES:

1. Provider operating within the county shall maintain all permits, licenses, and other requirements as set forth by the following:

- a. North Carolina Office of Emergency Medical Services (NCOEMS)
- b. Greene County EMS Systems Plan

- c. Other State and Federal Agencies as required in the handling of medications, health and sanitation, safety equipment, taxes, and labor laws.
2. Designate an Emergency Medical Services Captain and other such officers as may be required. An updated list of these officers and a list of the Provider's Board of Directors shall be provided to Greene County Emergency Services Department after elections or changes in positions. The list shall be provided at least annually or upon any change in positions.
3. Maintain a list of all active members including for each: address, telephone numbers, last four digits of the social security number, drivers' license number, NCOEMS "P" number, and date of birth.
4. Provide the minimum equipment specified by the North Carolina Office of Emergency Medical Services, and the Greene County EMS System Plan.
5. Participate in continuing education in accordance with the Greene County EMS Systems Plan.
6. Ensure that the Captain be responsible for safety in all activities. Emphasis shall be placed on safe driving habits to arrive at the scene of an emergency, as well as safe practices while at the scene of an emergency. Only qualified drivers shall drive an emergency medical services unit and drivers shall exercise caution at all times.
7. Emphasize safe driving habits of the members using their own automobiles to get to the scene of an emergency, as well as safe practices while at the scene of an emergency.
8. Agree that the Provider shall follow NIMS and ICS command structure.
9. Keep adequate and accurate records of all calls and other records and reports required by the County and the State of North Carolina
10. Provider must submit one hundred (100) percent of patient-care reports via the electronic means provided within 24 hours of the completion of the delivery of services
11. Maintain a valid EMS provider status as recognized by the North Carolina Office of Emergency Medical Services.
12. Advise the Greene County Emergency Services Department and the Greene County Communications Department when the Provider is out of service at any given time. The Provider's status will be changed to "out of service" until further notice to the Greene County Emergency Services Department and the Greene County Communications Department is received from the Chief/Captain or designee.

13. Adopt the Greene County Emergency Service Department's assigned numbering system for all calls dispatched from Greene County Communications Center.
14. Ensure that the Provider follows the requirements of the Fair Labor Standards Act as it applies to wages paid and hours worked by personnel of Provider.
15. Ensure that all provider members adhere to all HIPAA, OSHA and DEA regulations as they apply to the services being provided.
16. Provider shall maintain a written policy that Provider personnel are forbidden to be under the influence of impairing substances, including alcohol and controlled substances not prescribed to them, while performing services under this Contract. A copy of the Provider's written policy shall be provided to County within 30 days of execution of this Contract.
17. Be an active participant in the Greene County Mutual Aid Agreement, which states as follows: "In an effort to provide the best possible service to the citizens of Greene County and surrounding areas, the agencies providing fire, rescue, and emergency medical services to Greene County agree to join together in an agreement for mutual aid. Through their mutual cooperation, a pre-determined plan by which each of them might render aid to the other in case of fire, fire prevention, rescue, emergency medical services, hazardous materials, disasters, both manmade and natural, terrorists attacks or threats, and/or emergency support, any of which demand fire and emergency services to a degree beyond the existing capabilities of either agency. Should it become necessary to activate the terms of this mutual aid agreement, the Incident Commander or his designees shall have the implicit authority to request mutual aid through the 911 Communications Center and/or Greene County Emergency Services, when an emergency does, in fact, exist and aid is needed, to order available apparatus, equipment and manpower into action to assist the requesting agency as may be required."

In addition, the following provisions apply:

- a. Each provider to this agreement shall assume all liability and responsibility for the death of or injury to any personnel of their provider responding to the request for mutual aid.
- b. The provider responding to a mutual aid request shall not assume the liability for acts, omissions or decisions made by another provider.
- c. The provider responding to the request for mutual aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The provider responding shall also assume all liability and responsibility for any damage caused by its own apparatus while in route to or returning from a specific location.

- d. The provider who requests mutual aid shall in no way be deemed liable or responsible for the personal property of the members of the responding provider which may be lost, stolen or damaged while performing their duties under the response terms herein.
- e. Each provider to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel who respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, and tools used specifically in response to the request for aid and shall make no charge for such use to the provider requesting assistance.
- f. Upon receipt of a request for assistance through the Greene County Emergency Communication Center, and upon a determination by the Provider the request can be honored without impairing the capacity to provide emergency services within its own service area, the Provider shall take such steps as necessary to furnish apparatus, manpower and assistance to the requesting provider as deemed appropriate.
- g. All agencies will work in accordance with the recognized Incident Command System standard. National Incident Management System (NIMS) protocols shall be followed.

F. IT IS FURTHER UNDERSTOOD BETWEEN THE PARTIES:

1. **TERMINATION:** This contract may be terminated "for cause" immediately upon written notice to the other party, or by either party hereto "without cause" upon 60 days written notice to the other party.
2. **AMENDMENT:** Any changes or addenda to this Contract to be effective must be in writing and approved by the County. Provider will be given 30 days advance notice of any change to this Contract; if Provider is not in agreement with any change desired by County; Provider may exercise its option to terminate this agreement "without cause" upon 60 days written notice to County.
3. **ASSIGNMENT:** This Contract is personal to each of the parties here to, and neither party may assign nor delegate any of its rights or obligations without first obtaining the written consent of the other party. Any purported assignment without prior written consent from the other party shall be null and void.
4. **CHANGE IN LAW:** It is the intention of the parties to comply with the laws and regulations applicable to the provision of emergency medical services in all respects. The parties acknowledge that legislation may be enacted or regulations promulgated or other changes in the law may occur which may affect the terms of this Contract. In the event such change in law occurs which effectively renders a portion of this Contract unlawful, either party may by written notice propose a specific amendment to or restructuring of this Contract that will reestablish full compliance with the law.
5. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior written negotia-

tions or agreements and all prior or contemporaneous oral negotiations or agreements between them regarding the subject matter hereof.

6. **INDEPENDENT CONTRACTOR:** The relationship between the parties under this Agreement shall be that of independent contractors and no party shall be construed to be the agent, partner, employee, or joint venture of the other parties to the Agreement. The parties shall not exercise control or direct the manner in which other parties perform their duties hereunder except to assure compliance with this Agreement.
7. **NOTICE:** Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered personally or three (3) days after being mailed by certified mail, return receipt requested, to the following addresses:

Attention: Emergency Services Director
Greene County Emergency Services
201 Martin Luther King Jr. Parkway
Snow Hill, NC 28580

Attention: Chief and EMS Captain

Attention: President, Board of Directors

8. **SEVERABILITY:** If any provision of this Contract is determined to be invalid or unenforceable, the provision shall be deemed to be severable from the remainder of the Contract and shall not cause the invalidity or unenforceability of the remainder of this Contract.
9. **WAIVER:** The failure by the party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time, nor shall the waiver by either party of a breach of any provision hereof be taken or be held to be a waiver of such provision.
10. **HEADINGS:** The headings and numbers of sections and paragraphs contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. Any gender-specific word or term shall include both the masculine and feminine gender unless otherwise indicated by the context.

IN TESTIMONY WHEREOF, this contract has been duly executed by the EMS Department as evidenced by the signature of the President of its Board of Directors and attested to by its Secretary and this contract has been duly executed by the Board of County Commissioners as evidenced by the signature of the Chairman of the Board of County Commissioners of Greene County, State of North Carolina and attested to by the County Clerk all pursuant to the authority of the Board of County Commissioners of Greene County, North Carolina, this the day and year first above written.

GREENE COUNTY, a political subdivision of the State of North Carolina

Brad Fields
Chairman of Greene County
Board of Commissioners

ATTEST:

Kyle DeHaven
Clerk to the Board of Greene
County Commissioners

NORTH CAROLINA
GREENE COUNTY

I _____, a Notary Public of the County and State aforesaid, certify that Kyle DeHaven personally came before me this day and acknowledged that he is Clerk to the Board of Greene County Commissioners and that by authority duly given and as the act of Greene County, a political subdivision of the State of North Carolina, the foregoing instrument was signed in its name by the Chairman of the Greene County Board of Commissioners, sealed with its seal and attested by himself as its Clerk.

Witness my hand and official seal, this _____ day of _____, 2016.

SEAL

Notary Public
NORTH CAROLINA

My Commission Expires:

Snow Hill Area Volunteer Fire and Rescue
Association, Inc.

XXXXXXXXXXXX
President, Board of Directors
XXXXXXXXXXXX Volunteer Fire and Rescue
Association, Inc.

ATTEST:

XXXXXXXX

Secretary

XXXXXXXX Volunteer Fire and Rescue Association, Inc.

NORTH CAROLINA
GREENE COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that s/he is the Secretary of Snow Hill Area Volunteer Fire and Rescue Association, Inc. and that by authority duly given and the foregoing instrument was signed in its name by the President, sealed with its seal.

Witness my hand and official seal, this _____ day of _____, 2016.

SEAL

Notary Public

NORTH CAROLINA

My Commission Expires:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Landon T. Price

Finance Officer

APPENDIX 1

The following definitions and acronyms shall apply to this Contract:

ALS: Advanced Life Support as recognized by NCOEMS

Ambulance: Any privately or publicly-owned motor vehicle, aircraft, or vessel that is specially designed, constructed, or modified and equipped and is intended to be used for and is maintained or operated for the transportation of patients on the streets or highways, waterways or airways of this State.

Captain: Person in charge of the Provider's EMS operations.

DEA: Drug Enforcement Agency

Default: Any failure to provide required data of any kind under this Contract; the failure or refusal by Contractor to substantially fulfill any of its obligations in accordance with this Contract; the filing of bankruptcy, receivership or the filing of criminal charges related to the provision of the services contracted to be provided herein.

EMS: Emergency Medical Services

HIPAA: Health Information Portability and Accountability Act

Medical Director: A physician appointed to serve as Medical Director as defined by 10A NCAC 13P .0102(40). The Medical Director shall serve as Medical Director for all Providers providing EMS in Greene County. An Assistant Medical Director may also be appointed to fulfill the duties of the Medical Director in the case of his absence.

Mutual Aid: Agreement between various units providing emergency medical services or fire protection services within the County or region that provides assistance when requested by either Greene County 911 or the Greene County Emergency Services Office. Each unit will assist other units to ensure that all service areas will be covered and protected and not left without services if units are available.

NCOEMS: North Carolina Office of Emergency Medical Services.

NIMS: National Incident Management System

Greene County EMS System Plan: The plan currently adopted by Greene County Board of Commissioners and filed with the State of North Carolina which defines how EMS will be delivered in Greene County.

Provider: The squad or corporation that contracts to provide EMS to the County.

Response Time: The time elapsed from the moment the County 911 Emergency Communications Center receives a call for emergency service until the Provider arrives at the location given.

Service Area: The specific geographic area designated where Emergency Medical Services will be provided under this Contract as shown on Exhibit A attached, or other areas as may be designated by County, when necessary to provide coverage within Greene County.

Commissioners
Brad Fields-- Chairman
Susan Blizzard -- Vice Chairman
Bennie Heath
Jerry Jones
James T. Shackelford, Jr.



County Manager
Kyle DeHaven

Finance Officer
Landon Price

P3

Home of the North Carolina Sweet Potato Festival

From: Kyle J. DeHaven, County Manager

Re: Resolution; Fire code

Date: September 6, 2016

Attached is a resolution approving the 2012 fire code updates. Literature approving these updates could not be identified in the minutes. This resolution covers that update and also blanket covers any updates brought in the future.

Action Recommended:

Motion to adopt the appendices to the 2012 NC fire code and any future fire code appendices hereafter.

Board action is needed.

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884
www.co.greene.nc.us

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

INTRODUCED BY: Kyle Dehaven, County Manager **DATE** 8/15/16 **ITEM NO.**

RESOLUTION: Approve 2012 Updates to Fire Prevention and appendices of Greene County.

SUBJECT AREA: Administrative/Legal

ACTION REQUESTED: Request that the board approve and adopt the appendices to the 2012 NC Fire Code and any other updates that are brought forward hereafter.

HISTORY / BACKGROUND: The Fire Prevention and Protection Ordinance of Greene County was originally adopted in 2002. Since that time there have been several changes and updates to the NC Fire Prevention code. The staff of the Emergency Services Department, specifically the Fire Marshal's Office, has been working diligently since 2002 to update the ordinance to reflect current standards and common practices throughout the state.

EVALUATION: The revisions and updates in the 2012 version of the ordinance reflect current industry standards in regards to NC Fire Prevention Code enforcement. The updated section regarding inspections provides for a more streamlined inspections process and also gives the county the necessary tools to ensure that inspection violations are promptly addressed by the inspected entity. The updated penalty schedule is in keeping with state wide standards and provides for penal remedies that are fair and consistent. The updated permit requirements reflect current practices and also serve to ensure the county's authority to issue and enforce permits included in the NC Fire Prevention Code. All revisions to the ordinance bring the ordinance into agreement with current NC General Statutes regarding fire inspection and investigations.

MANAGER'S RECOMMENDATION:

Respectfully Request Approval.

Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Greene County Board of Commissioners that the board approves and adopts the 2012 updates and appendices to the NC. Fire Prevention Code and any further updates automatically.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Jones _____ Blizzard _____ Heath _____ Fields _____
Shackelford _____

Brad Fields, Chairman

8/15/16
Date

ATTEST

Date

F4

Commissioners
Brad Fields-- Chairman
Susan Blizzard -- Vice Chairman
Bernie Heath
Jerry Jones
James T. Shackelford, Jr.

County Manager
Kyle DeHaven
Finance Officer
Landon Price



Home of the North Carolina Sweet Potato Festival

From: Kyle J. DeHaven, County Manager

Re: Indirect Cost Contract

Date: September 6, 2016

Attached are two indirect cost contracts for professional consulting services. Previously, we had been utilizing the services provided by Maximus consulting Services, do to cost effectiveness. Recently, dialogue between MGT of America Consulting LLC began and they agreed to the cost quoted by Maximus, if we'd agree to a three year contract.

A relationship already exists with the individual from MGT, Ms. Dianne Mazo, as she does the direct cost report for our EMS department.

Action Recommended:

Motion to approve the contract with MGT for consulting services related to the indirect cost report.

Board action is needed.

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884
www.co.greene.nc.us

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

CONSULTING SERVICES AGREEMENT

By and Between
Greene County, NC
And

MGT of America Consulting LLC

THIS AGREEMENT is made this ____ day of _____ 2016, by and between Greene County, NC ("Client"), and MGT of America Consulting LLC, a Florida Corporation ("MGT").

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Description of Services.

MGT shall, as an independent contractor, provide the services specified in section 1.1 below ("the Services"), on the schedule specified in section 1.2 below.

1.1 Scope of Services

MGT shall provide to Client the following services:

MGT agrees to develop 2 CFR Part 200 Cost Allocation Plans for each of the fiscal years ending June 30, 2015, June 30, 2016, and June 30, 2017, with an option for additional audit resolution or expanded scope of services, in accordance with the requirements of the Client and other applicable guidelines. Tasks to include: 1) Review and analyze the Client's financial data; 2) Identify and analyze appropriate allocation bases; 3) Develop cost plan structure; 4) Promptly respond to questions regarding cost plans and process; and 5) Prepare cost plans and roll forward calculations within in timeframes required by the Client.

1.2 Timetable for Services.

The Services shall be performed and the product(s) of the services shall be delivered on the following schedule:

For each fiscal year, draft cost plans will be available by July 15th and final plans will be available by July 31st. This is dependent on the client providing necessary information on a timely basis and can be modified to an earlier schedule to meet client needs.

2. Compensation.

For its work under this Agreement, MGT shall be paid a total amount of three thousand dollars (\$3,000.00), inclusive of expenses for each fiscal year. The Client may exercise an option for additional services for audit/issue resolution and meetings. The fee is due and payable each fiscal year upon submission of the final document to the Client by MGT; however, MGT may bill 80% of the fee upon submission of a draft report. Payment shall be remitted by the Client within thirty (30) days of receipt of an appropriate invoice from MGT.

No payment shall be withheld or delayed by Client when, or to the extent that, such delay is the result of Client's failure promptly to review and accept the product of the Services or to perform any act necessary for MGT to proceed or continue with providing the Services.

3. Term and Termination.

This agreement shall become effective upon its execution and delivery by the parties and shall remain in effect until completion of, and full payment for, the Services. For recordkeeping purposes,

the term of this Agreement shall be from the date first written above through completion of the FY 17 plan. This contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party. In the event of early termination by Client, MGT shall be paid, upon invoicing in accordance with this Agreement, the agreed compensation (or if, due to termination, there is no agreed value for the services performed to date, MGT's standard hourly rates) for Services performed, plus expenses incurred, prior to termination, but not more than three thousand dollars (\$3,000) for each year.

4. Independent Contractor Status

The relationship of MGT to Client is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. As an independent contractor, MGT shall comply with all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations. Neither MGT nor anyone employed or subcontracted by MGT shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant to Client.

5. Project Managers

Dianne Mazo Jones shall serve as MGT Project Director and point of contact for MGT under this Agreement. Kyle DeHaven shall serve as Client Project Manager and point of contact for Client under this Agreement. By written notice to the other party, either party may change the identity of its project manager during the term of this Agreement.

6. Miscellaneous

6.1 No Continuing Waiver

The failure or forbearance by either party in exercising any remedy available to it upon a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or continuing breach by either party.

6.2 Entire Agreement.

This written Agreement represents the entire agreement of the parties, and neither party is relying upon any negotiation, representation, warranty, promise, or covenant not set forth in this Agreement. This Agreement may not be modified or amended except by a written instrument for that purpose duly executed by both parties.

6.3 Assignment.

This contract shall be binding upon and inure to the benefit of both Client and MGT and their respective successors and assigns, if any, and legal representatives.

6.4 Interpretation, Venue, and Severability.

This agreement shall be construed, interpreted, and enforced in accordance with North Carolina law without regard to conflicts of laws principles. Should any provision of this Agreement be held invalid or unenforceable by final judgment of a court of competent jurisdiction, it is the parties' intention that the remainder of this Agreement shall nevertheless be given effect as written. Any action arising out of or relating to this Agreement may be brought only in the North Carolina state court having jurisdiction and located in Greene County, North Carolina. If more than one party executes this Agreement as Client, then each such party shall be jointly and severally responsible for Client's performance and payment under this Agreement.

6.5 Prior Performance.

Services performed by MGT pursuant to Client's authorization, but before execution of this Agreement, shall be considered as having been performed pursuant to the terms and conditions of this Agreement.

6.6 Notices.

All written notices, demands or requests pursuant to this Agreement may be served (as an alternate to personal service) by registered or certified mail or air freight services that provide proof of delivery, with postage and fees thereon fully prepaid, and addressed to the parties so to be served as follows:

If to MGT:

MGT of America Consulting LLC
3800 Esplanade Way, Suite 210
Tallahassee, FL 32311

If to Client:

County Manager
Greene County
229 Kingold Blvd, Suite D
Snow Hill, NC 28580

Service of any such notice or demand so made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt. Either party hereto may, from time to time, by written notice served upon the other as aforesaid, designate a different mailing address, or (a) different or additional person(s) to which or to whom all such notices or demands are thereafter to be addressed. Persons named to receive copies of notices are listed for accommodation only and are not required to be personally served to comply with service of notice on a party.

IN WITNESS WHEREOF, this agreement has been executed and delivered by:

Greene County, NC

MGT of America Consulting LLC

By: _____

By: 

As its: _____

J. Bradley Burgess as its Vice President

Address: 229 Kingold Blvd, Suite D
Snow Hill, NC 28580

3800 Esplanade Way, Suite 210
Tallahassee, FL 32311

FEID: 56- _____

FEID: 59-1576733



**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT (this "Agreement") is entered into by and between **MAXIMUS Consulting Services, Inc.** ("Consultant"), and **Greene County, North Carolina** ("Client"). In consideration of mutual promises and covenants, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Services. Consultant shall perform the services detailed in Exhibit A, attached and incorporated by reference as if fully set forth herein (the "Services"), in a professional and workmanlike manner consistent with the typical standards of the industry.
2. Term. This Agreement shall commence on July 1, 2016 ("Effective Date") and shall remain in effect until April 15, 2017 or until completion of, and payment in full for, the Services specified in Exhibit A, whichever occurs first. The parties may mutually agree to extend this Agreement for two additional one year periods, pursuant to an amendment duly signed by both parties.
3. Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, attached and incorporated by reference as if fully set forth herein.
4. Termination.
 - a. Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have a minimum of 30 days from the date of receipt to cure any such default prior to the effective date of termination.
 - b. Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days' prior written notice to the other. In the event Client terminates this Agreement, Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.
 - c. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all Services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.
5. Data Accuracy. Consultant shall provide guidance to the Client in determining the data required. The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client's knowledge. The Client further acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.
6. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide 30 days' prior written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours and no more than once every six months. Any employee, consultant, subcontractor or agent

of Client granted access to such records shall execute a non-disclosure agreement prior to being granted access.

7. Copyright for Consultant's Proprietary Software. To the extent that the Services provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Consultant's software. Nothing in this Agreement shall be construed to grant Client any rights to Consultant's materials created prior to the execution of this Agreement. All of the deliverables under this Agreement are specifically set out in Exhibit A.
8. Insurance. Consultant shall maintain customary general liability insurance in the amounts of \$1,000,000 per occurrence / \$2,000,000 annual aggregate, workers' compensation insurance including employer's liability in the amount of \$1,000,000, automobile liability insurance in the amount of \$1,000,000, and professional liability insurance in the amount of \$1,000,000.
9. Indemnification. To the extent allowed by law, Consultant shall defend, indemnify and hold harmless the Client from and against any and all third-party claims and resulting proven direct damages, liabilities and costs (including reasonable attorneys' fees) to the extent proximately caused by the negligent actions or willful misconduct of Consultant, its employees or agents. Consultant shall not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Client, its employees, consultants, or agents or any third party.
10. Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed \$3,000.00.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the Services specified in this Agreement.

11. Consultant Liability if Audited. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.
12. Notices. Any notice of default, in accordance with section 4(a) of this Agreement, shall be delivered by certified mail or overnight courier. Any other notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties via email or in the United States mail, postage paid, to the address noted below:

Greene County
229 Kingold Bldg., Suite D
Snow Hill, North Carolina 28580
252.747.3446

MAXIMUS Consulting Services, Inc.
808 Moorefield Park Drive, Suite 205
Richmond, VA 23236
804.323.3535
fsc-operations@maximus.com

Such notice shall be deemed delivered same day if sent via email or 5 days after deposit in the U.S. mailbox.

13. Changes. The terms and conditions of this Agreement, including all attached and incorporated Exhibits, may be changed only by written agreement signed by both parties.
14. Miscellaneous.
 - a. If Consultant is requested or authorized by Client, or is required by government regulation, a regulatory agency, subpoena, or other legal process, to produce Consultant deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder, Client will reimburse Consultant without limitation for all Consultant time and expenses, including, but not limited to, attorneys' fees, court costs and travel expenses, incurred in responding to such requests whether incurred by Consultant employees, consultants, contractors or agents. The foregoing does not diminish or negate Consultant's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under the Description of Services contained in Exhibit A.
 - b. Consultant specifically disclaims all warranties, express or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose.
 - c. Consultant reserves the right to subcontract the Services. Consultant agrees to notify Client in writing of any such subcontracts.
 - d. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.
 - e. The parties intend that Consultant, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and its employees are not to be considered agents or employees of Client for any purpose.
 - f. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.
 - g. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
 - h. This Agreement and any additional or supplementary document or documents incorporated by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

- i. Neither party shall be liable by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.
- j. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
- k. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, Client and the Consultant have executed this Agreement as of the date last written below.

Greene County, North Carolina

By: _____

Name: _____

Title: _____

Date: _____

MAXIMUS Consulting Services, Inc.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
Scope of Services
NC CO Greene CAP 15

Description of Services:

- a) Development of a central services cost allocation plan, which identifies the various cost incurred by the County to support and administer programs that provide services directly to citizens. This plan will contain a determination of the allowable cost of providing each supporting services such as purchasing, legal counsel, disbursement processing, etc.
- b) Prepare indirect cost proposals for federal grants as necessary.
- c) Negotiation, of the completed cost allocation plan, with the representatives of the State or federal government, whichever is applicable.

EXHIBIT B
Compensation
NC CO Greene CAP 15

For Services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of Three Thousand dollars (\$3,000)

Consultant will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.